

19333/2022

19273/2022



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL
 2/2369763/m 13/16
 Additional Registrar of Assurances-IV, Kolkata



AM 772829
 Certified that the Document is admitted of Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this documents

Additional Registrar of Assurances-IV, Kolkata

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 30th day of November Two Thousand and Twenty Two (2022);

Mr. 74683958/
 ad with locm.

30 NOV 2022



Govt. of West Bengal
Directorate of Registration & Stamp
Revenue
GRIPS eChallan



192022230195812338

GRN Details

GRN:	192022230195812338	Payment Mode:	SBI Epay
GRN Date:	29/11/2022 20:13:55	Bank/Gateway:	SBIePay Payment Gateway
BRN :	4283635585125	BRN Date:	29/11/2022 20:14:38
Gateway Ref ID:	223333645178	Method:	HDFC Retail Bank NB
GRIPS Payment ID:	291120222019581232	Payment Init. Date:	29/11/2022 20:13:55
Payment Status:	Successful	Payment Ref. No:	2003369763/3/2022

[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr A T K REAL ESTATES LLP
Address:	63 RAFI AHMED KIDWAI ROAD KOLKATA 700016
Mobile:	9123370597
Period From (dd/mm/yyyy):	29/11/2022
Period To (dd/mm/yyyy):	29/11/2022
Payment Ref ID:	2003369763/3/2022
Dept Ref ID/DRN:	2003369763/3/2022

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003369763/3/2022	Property Registration- Stamp duty	0030-02-103-003-02	74901
2	2003369763/3/2022	Property Registration- Registration Fees	0030-03-104-001-16	50007
			Total	124908

IN WORDS: ONE LAKH TWENTY FOUR THOUSAND NINE HUNDRED EIGHT ONLY.

BETWEEN

M/S. CAPITAL CONSTRUCTION COMPANY having **PAN: AACFC0890Q**, a Partnership Firm, having its principal place of business at Premises No. 5A & 5B Chowringhee Lane Kolkata-700016, under Post Office & Police Station New Market, comprising of its partners namely **1. MR. SHARAD JAIN** having **PAN: AEWPJ8937K, AADHAAR NO: 2446 1677 0235, MOBILE: 9331811494**, son of Late Bimal Prasad Jain, by faith Hindu, by occupation Business, being Citizen of India and residing at Premises No. 5A Chowringhee Lane Kolkata-700016 under Post Office & Police Station New Market and **2. MRS. ANSHUMALA AGARWAL** having **PAN: ADBPA6481D, AADHAAR NO:6336 4089 0632, MOBILE: 9331011494**, alias ANSHUMALA JAIN wife of Mr. Sharad Jain, by faith Hindu, by occupation Business, being Citizen of India and residing at Premises No. 5A Chowringhee Lane Kolkata-700016 under Post Office & Police Station New Market hereinafter called and referred to as the **“OWNER”** (which expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include its present and future partners and their respective, administrators, heirs, legal representatives and assigns) of the **FIRST PART.**

AND

A T K REAL ESTATE LLP having **PAN: ABVFA3096N** a Limited Liability Partnership Firm constituted under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at 63 Rafi Ahmed Kidwai Road Kolkata-700016 under Post Office and Police Station Park Street represented by its designated partner **SAIF ALI** having **PAN: BIWPA3138G, AADHAAR NO: 3642 8244 7169, MOBILE: 9830663258**, son of Mohammed Shahjahan, by faith Islam, by occupation Business, being Citizen of India and residing at Premises No. 37/1 Ripon Street Kolkata-700016 under Post Office and Police Station Park Street, hereinafter referred to as the **“DEVELOPER”** (which expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include its successors-in-office, successors-in-interest, legal representatives and administrators of the **SECOND PART.**

WHEREAS by a Deed of Conveyance dated 13th day of September 2008 made between Smt. Usha Rani Rajgarhia therein called and referred to as the Vendor of the One Part and the Owner herein therein called and referred to as the Purchaser of the Other Part and duly registered in Book No.I, Volume Number 1902-2016, Page from 108135 to 108159, Being No.190203441 for the year 2016, at the Office of the Additional Registrar of Assurance-II, Kolkata the said Vendor for the consideration therein mentioned and on the terms conditions and covenants stated therein conveyed, transferred, assigned and assured unto and to the Purchaser All that of land which is measuring about 1 Bigha 15 Cottahs 11 Chittacks 35 Sq. Ft. more or less along with old structures thereon at Premises No. 5A & 5B, Chowringhee Lane Kolkata-700016 within Police Station New Market more fully described in the schedule thereunder written.

AND WHEREAS the Owner after purchase of the aforesaid land caused mutation & separation of the same into two separate premises i.e Premises No. 5A Chowringhee Lane Kolkata-700016 containing 1 (One) Bigha 6 (Six) Cotthas 13 (Thirteen) Chittacks and 15 (Fifteen) Square Feet bearing Assessee No. 110630800225 and Premises No.5B Chowringhee Lane Kolkata-700016 containing 8 (Eight) Cotthas 10 (Ten) Chittacks bearing No. 110630800237 in the records of the Kolkata Municipal Corporation.

AND WHEREAS the Owner thus became entitled to All that piece and parcel of land measuring about 8 (Eight) Cotthas 10 (Ten) Chittacks more or less along with old structures thereon at Premises No. 5B, Chowringhee Lane Kolkata-700016 within Police Station New Market more fully and particularly described in the FIRST SCHEDULE hereunder written and hereinafter referred to as the "said Property/Premises" and as such the Owner have absolute right to enter into this agreement for the purpose of undertaking the development of the said Premises.

AND WHEREAS the said owner being desirous to develop the said property for commercial exploitation have resolved to develop the said property through a reputed Promoter/Developer company having sound financial and infrastructural competency and credibility in the field of developing of land and/or premises in the city.

AND WHEREAS the said owner have approached the within named Developer being one of the known high ranking real estate developer and promoter in the city to undertake development of the said premises/property on joint venture basis and the developer having accepted to take on such development project, the Owner have agreed to allow and permit the Developer to develop the said premises/property by demolishing old building/structures and constructing new multistoried building in accordance with law entirely at the costs, expenses, risks and responsibility of the Developer under the terms, conditions, stipulations, covenants and consideration herein after appearing.

AND WHEREAS the Developer in the mean time made searches regarding the title of the Owner and made itself satisfied towards the lawful right, title and interest of the Owner in respect, of the property and upon scrutiny and verification of documents as referred to above, also satisfied itself about the title of the Owner pertaining to the said property and had discussed with the Owner regarding the basic terms, conditions and covenants upon which the development of the said property can be undertaken and after such discussion the Developer has agreed to develop the said property by utilizing land space with maximum commercial exploitation for mutual benefit and profits of both Owner and Developer in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation and parties have as such agreed to enter into this Joint Venture Agreement on the terms, conditions, covenants and consideration hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

ARTICLE-I
DEFINITIONS

- A) In this agreement unless it be contrary or repugnant to the subject or context the following words and/or expressions shall mean as follows:

- i) **“THE OWNER”** shall mean CAPITAL CONSTRUCTION COMPANY a Partnership Firm, having its principal place of business at Premises No. 5A & 5B Chowringhee Lane Kolkata-700016, under Post Office & Police Station New Market, comprising of its partners namely 1. MR. SHARAD JAIN and 2. MRS. ANSHUMALA AGARWAL alias ANSHUMALA JAIN and shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include its present and future partners and their respective, administrators, heirs, legal representatives and assigns.
- ii) **“THE DEVELOPER”** shall mean A T K REAL ESTATE LLP, a limited liability partnership firm constituted under the provisions of the Limited Liability Partnership Act, 2008 having its registered office 63 Rafi Ahmed Kidwai Road Kolkata-700016 under Post Office and Police Station Park Street and shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include its successors-in-office, successors-in-interest, legal representatives and administrators
- (iii) **“THE PREMISES” & “PROPERTY”** shall mean ALL THAT piece and parcel of land measuring about 8 (Eight) Cotthas 10 (Ten) Chittacks more or less along with old structures standing thereon situate lying at Premises No. 5B, Chowringhee Lane Kolkata-700016 within Police Station New Market more fully and particularly mentioned and described in the First Schedule hereunder written, or howsoever else the said premises were or are or shall be known numbered called or distinguished.
- iv) **“THE LAND”** in entirety shall mean the revenue free and free hold land comprised in the aforesaid premises admeasuring a total area of 8 (Eight) Cotthas 10 (Ten) Chittacks be the same a little more or less and situate lying at and forming part and portion of Premises No. 5B, Chowringhee Lane Kolkata-700016 within Police Station

New Market, K.M.C Ward No.63, more fully described in the **FIRST SCHEDULE** hereunder written.

- v) **“ARCHITECT”** shall mean any qualified person or persons or reputed firm or firms of architect to be nominated and appointed by the Developer as Architect or Architects can act as an Architect of the building to be constructed and infrastructural facilities and amenities to be developed and provided on the land comprised in said premises at the cost and expenses of the Developer.
- vi) **“THE BUILDING PLAN”** shall mean the map or plan for the proposed construction of multistoried building(s) at the said premises for residential/semi commercial and/or commercial use required to be sanctioned by the Kolkata Municipal Corporation in accordance with provisions of the Kolkata Municipal Corporation Act, 1980 as amended till date and the Building Rules framed there under subsequent modification /amendment in the said plan with prior sanction of the said sanctioning authority in accordance with law.
- vii) **“THE NEW BUILDING/PROPOSED BUILDING”** shall mean and include the proposed construction of one New Building for residential/semi commercial and/or commercial purpose/units as may be permitted by law in force consisting of ground and upper floors and all other areas constructed or otherwise all car parking spaces and any or all saleable areas to be developed and erected and/or available for sale in or upon the said land comprised as per the building plan to be sanctioned by the Kolkata Municipal Corporation and the other authorities concerned.
- viii) **“SALEABLE SPACE”** shall mean built-up and/or constructed residential/semi commercial and/or commercial space and car parking spaces in the proposed building available for independent use enjoyment and occupation together with the provisions for

common areas, path/drive ways and common facilities and amenities and the space required thereof.

- ix) **“COMMON PORTIONS, FACILITIES & AMENITIES”** shall mean and include all the common areas and installations i.e be comprised in the proposed building and at the premises, i.e. corridors, staircases, landings, lobbies, roof, pathways, lift shaft, driveways, boundary walls, durwans/security guards room, main gate, side spaces, underground reservoirs, overhead tanks with means of access, water distribution system overhead lift room, electric meter room, pump room, outer wall of the main building, tap water lines, rain water pipe lines, waste water pipe lines, sewerage lines, lift, and other service areas and facilities whatsoever required for the establishment location, enjoyment, provisions, maintenance and/or management of the building and/or the common facilities and amenities or any of them thereon as the case may be.
- x) **“THE OWNER’S ALLOCATION”** shall mean and include 60% of the total sanctioned built-up/covered area of the proposed building to be erected on the land comprised in the said premises/property in accordance with building plan to be sanctioned by the Kolkata Municipal Corporation with all common facilities, amenities, fittings, fixture, paints etc. in fully complete and habitable conditions as per specifications as set out hereunder together with undivided, proportionate, share and interest in the land pertaining to the above said building and said premises and proportionate right to use and enjoy the common areas, facilities, amenities, spaces, passages, parts and portions including roof of the above said building and other amenities and facilities to be attached with and attributable to the said Owner’s allocation.
- xi) **“THE DEVELOPER’S ALLOCATION”** shall mean the remaining 40% of the total sanctioned built-up/covered area of the proposed building to be erected on the land comprised in the said

premises/property in accordance with building plan to be sanctioned by the Kolkata Municipal Corporation with all common facilities, amenities, fittings, fixture, paints etc., in fully complete and habitable conditions as per specifications as set out hereunder together with undivided, proportionate, share and interest in the land pertaining to the above said building and said premises and proportionate right to use and enjoy the common areas, facilities, amenities, spaces, passages, parts and portions including roof of the above said building and premises and other amenities and facilities to be attached with and attributable to the said Developer's Allocation.

- xii) **"COMMON EXPENSES"** shall mean and include all expenses to be incurred by the unit Owner proportionately for the management, maintenance, preservation and protection of the building, common infrastructures, installations, fittings and fixture and the premises after obtaining completion/occupancy certificate from the Kolkata Municipal Corporation.
- xiii) **"PROPORTIONATE SHARE"** shall mean with all its cognate variations shall mean such ratio, the covered area of any unit/flat or units/flats be in relation to the covered area of all the units/flats in the proposed new building.
- xiv) **"UNIT/FLAT"** shall mean any flat, residential, commercial or semi commercial and other covered area in the proposed new building which is capable of being exclusively owned, used and/or enjoyed by any unit Owner and which is not the common portions.
- xv) **"UNIT/FLAT OWNER"** shall mean any person who acquires and holds and/or owns any unit/flat/residential/commercial/semi commercial space in the new building and shall include the Owner and the Developer, for the unsold units held by them, from time to time.

- xvi) **"TIME"** shall mean the building shall be completed with all common infrastructural facilities and amenities at the premises within 24 (twenty four) months from the date of sanction of the building plan with one extension of six months after the expiry of 24 months as stated hereunder in Article X.
- xvii) **"SOCIETY"** shall mean the Society or Association to be formed for the purpose of maintenance of the new building and the premises and for collecting and defraying the common expenses provided that until such Association/ Society is formed the Developer would be entitled to manage and/or maintain new building, and the premises and all its common areas, facilities and amenities and to collect the common expenses and maintenance charges at such rate as may be mutually agreed upon by the Owner and the Developer. Developer must assist in formation of Society/Owner Association and take a commitment from their respective nominated prospective buyers of units/flats about their concurrence to such formation of Society/Association and adherence to the rules and regulations and bye-laws of such Society/Association.
- xviii) **"SPECIFICATIONS"** shall mean the specifications for completing the new building as stated in the **SECOND SCHEDULE** hereto.
- xix) **"TRANSFER"** with its grammatical variations shall include a transfer by possession and by any other means adopted for effecting what its understood as a transfer of space in a multi storied building/complex to the prospective purchasers thereof and will include the meaning of the said terms as defined in the Income Tax Act.
- xx) **"TRANSFeree"** shall mean the person, firm, limited company, Association of persons to whom any space in the proposed building has been transferred after completion of construction in all respect in accordance with building plan to be sanctioned by the Kolkata

Municipal Corporation but does not include agreement for sale holder.

- xxi) **“EXTRA DEVELOPMENT COST (EDC)/UTILITY”** shall mean the amounts mentioned in **PART-I** of the **THIRD SCHEDULE** hereto.
 - xxii) **“DEPOSITS”** shall mean the amounts mentioned in **PART-II** of the **THIRD SCHEDULE** hereto.
- B) **THE OWNER HAVE REPRESENTED TO THE DEVELOPER** as follows:
- i) There is no excess vacant land at the said premises within the meaning of the Urban land (Ceiling and Regulations) Act, 1976.
 - ii) That the Owner is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said premises and the structures standing thereon mentioned herein above and the Owner shall retain possession of the said property until the said premises/ property is fully developed by the Developer on the terms, conditions and consideration agreed hereunder.
 - iii) That the entirety of the said premises mentioned herein above is in actual and physical possession of the Owner.
 - iv) That the Owner have not received any notice for acquisition or requisition of the said premises mentioned herein above or any part or portion thereof under any of laws for the time being in force, Neither the premises, nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of law or due to Income Tax, Revenue or any other public demand.
 - v) That the Owner have not entered into any Agreement for Sale, Lease, Development or otherwise for transfer and/or development

of the said premises mentioned herein above or any part or portion thereof in favour of any one other than in favour of the Developer herein.

- vi) That the Owner is not aware of any impediment affecting the said premises mentioned herein above whereby they are in any way barred from entering into this Agreement.
- vii) That the Owner is fully and sufficiently entitled to deal with develop and/or dispose land and proposed building and thus is competent to enter into this Joint Venture Development Agreement.
- viii) The Owner shall be responsible for delivery of vacant possession of the aforesaid property to the Developer for commencement of construction of a new building at the aforesaid property.

ARTICLE - II **COMMENCEMENT**

- 2.1 This agreement shall be in force from the date hereof and subsequently time may be extended by the consent of the Owner during the course of development and construction of proposed new building.

CONCLUSION

- 2.2 This agreement shall cease to operate only in the event of complete transfer and registration of all the Developer's allocated saleable space in the new proposed building by the Developer in the manner as provided herein which shall be preceded by construction and delivery of possession of the Owner' allocation.

ARTICLE-III
DEVELOPER'S RIGHT & REPRESENTATION

- 3.1 The Owner hereby grant subject to what has been herein under provided exclusive right and authority to the Developer to develop the said property/premises fully described in the Schedule written hereunder and to construct multi storied New building (s) and infrastructural facilities and amenities at the said premises at their own costs and risks in accordance with the plan or plans as to be sanctioned by the Kolkata Municipal Corporation and/or by any other appropriate authority with or without any amendment and/or modification.
- 3.2 All applications, plans and other papers and documents as may be required by the Developer for obtaining necessary sanction of plan/revised plan from the Kolkata Municipal Corporation, shall be prepared or caused to be prepared through reputed and competent Architect (s) to be appointed at the sole discretion of the Developer and shall be submitted by the Developer on behalf of the Owner at the cost and expenses of the Developer and the Owner shall sign and execute all such plans and applications, other papers and documents as and when necessary and the Developer shall pay and bear all fees charges and expenses required to be paid or deposited for obtaining sanction of plan and development of the said premises including Architects fees and to bear any cost whatsoever.
- 3.3 That save and except the areas comprised in Owner's allocation the Developer shall have full rights to execute any agreement for sale in respect of flats/commercial units and other saleable spaces to be comprised in the Developer's allocation and to receive advance, earnest or part payment money against the said units/flats and saleable spaces but cannot handover the possession of the unit/flat till the possession of Owner's Allocation is given to the Land Owner.

ARTICLE-IV
DEVELOPER'S OBLIGATIONS

- 4.1 Immediately after execution of this Agreement, the Developer shall prepare and finalise the plan of the aforesaid project with due approval of the Owner for submitting the same to the Kolkata Municipal Corporation within 15 days from the date of execution of this Agreement. That the Developer shall obtain the sanction plan of the proposed building from the Kolkata Municipal Corporation positively within a period of six months from the date of submitting the said plan for sanction. If however, such sanction is not obtained within six months then on satisfaction of the progress thereof, the time stipulation for obtaining sanction plan may be extended for another period of six months. In case the Developer is unable to obtain such sanction within the said stipulated period or within such extended time as stated herein before in such case the Owner will be at liberty to cancel this Agreement.
- 4.2 That within 15 days from the date of obtaining the sanctioned plan from the Kolkata Municipal Corporation, the Developer shall furnish a copy of the same to the Owner and simultaneously it has been agreed between the parties that both the Owner and the Developer shall duly demarcate their respective allocations in the proposed building as mentioned hereto before by demarcating their respective portions with proper colour in the photo copy of the sanctioned plan and to be counter signed by the parties hereto and before commencement of construction of the proposed building.
- 4.3 To commence construction of the proposed building within two months from the date of obtaining such sanctioned plan from the Kolkata Municipal Corporation and the aforesaid time shall also be treated as essence of the contract.

- 4.4 To complete the construction of the proposed building within a period of 24 months from the date of obtaining the sanction plan thereof from the Kolkata Municipal Corporation. In case the Developer is unable to complete the construction of the proposed building within the said stipulated period of two years, in such case the aforesaid time for completion shall be extended for a further period of six months. In case the Developer is unable to complete the construction even within the said extended period of six months in such case the period for completion will be extended for a further period of six months subject to payment of compensation of Rs.15,00,000/- (Rupees Fifteen Lakhs) by the Developer to the Owner. In case the Developer is unable to complete the construction of the proposed building even within the aforesaid extended period, the Owner shall be entitled to cancel this agreement and appoint other Developer or Developers for construction of the same.
- 4.5 Save and except the Developer's allocation of the aforesaid building, the Developer shall not be entitled to create any charge or mortgage or encumber the remaining area of the aforesaid property with any financial institution or bank nor shall fasten the Owners of the First Part for any financial liability.
- 4.6 That the Owner shall execute necessary Deed of Conveyance in respect of the proportionate share of land attributable to the Developer's allocation in the proposed building in favour of the Developer or its nominee or nominees at or after completion of the Owner's allocation and/or delivery of possession thereof. Provided however, the Developer will not be entitled to deliver possession of the flats/units out of its allocation to anybody before delivery of possession of the Owner's allocation in the proposed building and/or before the expiry of the period of notice in writing to the Owner for taking such delivery of possession.

- 4.7 That on completion of the building, the Developer shall furnish not only the completion certificate issued by the Kolkata Municipal Corporation but also the certificate of the structural engineers of the Architect about the structural stability of the aforesaid building and NOC from Fire Department and the Developer shall be responsible for rectify and/or remove any defect in the construction or any damages (due to any defective construction), if detected before the delivery to the Owners of their allocation. Provided, however, if any defect is detected due to any construction or renovation by the Owners, in such case the Developer shall not be responsible for removal of such defect, however, if any defect in construction is detected within a period of five years from the date of completion of the building and handing over the Owner's allocation thereof, it shall be the sole responsibility of the Developer for rectification of such defect in the construction, as provided under the Real Estate (Regulation and Development) Act, 2016.
- 4.8 The Developer shall indemnify and keep indemnified the Owner against all loss, damages, costs, charges, expenses that may be incurred or suffered by the Owner on account of arising out of any breach of any of the terms of these presents or any laws, rules, regulations or due to any accident or mishap during the progress of construction or due to any claim made by the Third Party in respect of such construction or otherwise howsoever till the date of possession to the Owner of its allocation.
- 4.9 Not to transfer and/or assign the benefit of this Development Agreement or any portion thereof without the consent in writing of the Owner.
- 4.10 It shall be the responsibility of the Developer to construct the space in conformity to the bye-laws of the authorities concerned for maximum commercial benefit of the said property with modern

style and utilizing FAR as per rules of the Kolkata Municipal Corporation.

- 4.11 The Developer shall take necessary steps for getting electricity connection from CESC, K.M.C. water connection, reservoir, K.M.C. sewerage connection, apportionment of Kolkata Municipal Corporation tax and the entire cost of such facilities shall be paid and/or born by the Developer.
- 4.12 For the purpose of making construction of the new building of the aforesaid property the Developer shall obtain all necessary permission/NOC as required under the law including Fire Department which are mandatory provision.
- 4.13 All electricity charges during the progress of construction of the proposed building, however, shall be borne by the Developer.
- 4.14 That the time stipulations as mentioned in several clauses of this Agreement shall be the essence of the contract.
- 4.15 In consideration of Owner having allowed and permitted and/or permitting the Developer to get the aforesaid property developed and also for commercial exploitation of the Developer's allocation thereof, the Developer shall at their own risk and costs and responsibility to develop the aforesaid property and erect and construct a new building in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation under the provisions of the Kolkata Municipal Corporation Act, 1980 and the Building Rules as framed there under as amended up to date.
- 4.16 The Developer shall pay a sum of Rs.1,50,00,000/- (Rupees One Crore Fifty Lakhs) only as and by way interest free refundable security deposit in the following manner:

i) a sum of Rs.50,00,000/- (Rupees Fifty Lakhs) only shall be payable by the Developer to the Owner simultaneously with the execution of this Development Agreement.

ii) a sum of Rs.1,00,00,000/- (Rupees One Crore) only shall be payable by the Developer to the Owner at the time of handover of vacant possession of the schedule property.

The aforesaid sum of Rs. 1,50,00,000/- (Rupees One Crore Fifty Lakhs) only shall be refundable by the Owner to the Developer at the time of delivery of possession of the Owner's allocation in complete inhabitable condition.

- 4.17 The Developer shall develop, construct and provide all infrastructural facilities and amenities at the said premises inclusive of all such essential supplies including individual electric connection.
- 4.18 The Developer shall keep the Owner indemnified against all actions, suits, proceedings, claims or demands, costs, charges and expenses arising out of the acts and conduct of the Developer in the matter of development and/or demolition and/or construction over the said premises in any manner whatsoever or arising out of this agreement and in the matter of and arising out of deviation and/or violation of the Municipal Laws and/or any-statutory Central or Local Acts and Rules and Regulations framed there under.
- 4.19 The Developer shall be solely and absolutely liable and/or responsible for the costs, charges and expenses of any nature or sort to be incurred for the development of said premises, demolition of existing structures, and construction of new building(s) and infrastructural facilities amenities in terms of this agreement and the Developer firmly undertakes to keep the Owner absolutely indemnified and harmless against all actions, suits, proceedings, claims or demands, costs, charges and expenses

arising out the aforesaid obligations and responsibility and/or liability of the Developer.

- 4.20 The Developer shall keep the said premises free from all encumbrances, charges, liens or claims, whatsoever, save and except, creating encumbrance in the form of entering into agreement for sale with the prospective buyers in respect of the Developer's allocated portion and/or saleable units thereof.
- 4.21 The Developer will be allowed to dismantle the existing structure at its own cost, risks and responsibility and the Developer will have the right to sale of the dismantled material and enjoy the sold value.
- 4.22 The Developer shall use and/or cause to be used such standard building materials as shall be specified by the licensed building surveyor or registered Architect of the Building **PROVIDED HOWEVER** proportion and quality of such materials shall confirm to the accepted standard of I.S. Specification and the building rules regulations and/or orders in force for the time being.
- 4.23 The building shall be erected constructed and completed by the Developer and shall consist, of the specification provided in **SECOND SCHEDULE** hereunder written and all units/flats as well as common areas and facilities shall consist of and be provided with materials, fixtures, fittings, and facilities as per specification hereunder written.
- 4.24 The Developer shall construct and complete the New building under its direct supervision and control and with the best workmanship and like manner and shall comply with all statutory, regulations, building rules and statutory stipulations from time to time to be imposed or as would, be made applicable and the Developer shall remain responsible and liable for fulfillment of the terms and obligations contained herein.

- 4.25 All costs, charges, fees, levies, impositions, statutory payments, taxes and expenses of whatever name called for erection, construction and completion of the said building, its materials, fittings and fixtures in all respect including connections of water, sewerage, electricity and other connections in accordance with law and other amenities for the building shall be paid and borne by the Developer and the Owner shall have no responsibility and/or liability towards payment of any dues, liabilities, costs, charges and expenses by whatever name called relating to and/or liability towards payment of any dues, liabilities, costs, charges and expenses by whatever name called relating to and/or arising there from in any manner of whatsoever nature. However to avoid any future doubts, it is made clear that the costs, deposit and charges for individual and separate electricity meters for the respective unit and proportionate costs and expenses for the main 440 volt connection and installation of transformer, if required, switch gear and/or other electric equipments shall be borne by the concerned Developer and the Owner shall have no financial liability for the same. It is further made clear that the old outstanding dues of electricity in respect of the said premises will on Owner's part and the Developer shall have no financial liability for the same.
- 4.26 The Developer shall be responsible and liable for payment of and/or meeting all costs, charges, fees, levies and expenses of the building material all permissions, licenses, quota as and other requirements for erections, construction and completion of the building in totality, under no circumstances the Owner shall not be responsible or liable for payment of any amount of whatsoever nature or on any account either to the Developer or to any other person or otherwise for erection, construction and completion of the said newly proposed building or any part thereof or on any other account or for any other acts, deeds, obligations and things by whatever name called that may be done executed or performed by the Developer. The Developer shall at its own costs and

expenses, cause to be required for supply of standard building materials so as to ensure the progress of erection, construction and ultimate completion of the building within the time specified herein.

4.27 While dealing with and/or entering into any Agreements and/or dealing with commitments relating to the Developer's allocated portion (as defined herein before) or any part thereof, the Developer shall fully comply with observe, fulfill and perform the requirements under the law and while incorporate and ensure fulfillment and compliance of all restrictive conditions and covenants contained herein, save and provided hereinafter, the Owner shall not be responsible or liable for any commitments that may be made by the Developer.

4.28 In the event of any loss or injury or damages being caused of any nature or in any manner whatsoever including injury and/or damage to any person or persons or property of or any loss of life due to construction process, the Developer shall be solely liable and responsible for the same and the consequences arising therefore in all respect and shall at all point of time keep the Owner indemnified for the same and all consequences. It is specifically agreed and understood that the Owner shall not be responsible and/or liable either for any act or mode and manner of construction, defects, deviations, damages or any proceedings if initiated by any person(s) and/or authority relating to and or arising out of erection, construction or completion of the said newly proposed building or any part thereof. All actions, proceedings and consequences arising there from shall be attended to, defended, prosecuted and complied with and faced by the Developer at its own costs and expenses and shall keep the Owner indemnified from all or any loss damages, costs and consequences, suffered or incurred there from.

- 4.29 The Developer shall not make any deviation while constructing the aforesaid building from the sanctioned plan and if any such deviation made, the Developer shall be solely responsible for such deviation and for all consequences thereof.
- 4.30 The Developer shall be responsible for the consequences of any deviation of construction beyond the sanction plan and also for regularizing any such deviation before the Kolkata Municipal Corporation at its own cost.
- 4.31 Notwithstanding anything contained or stated herein, all labours, workers, supervisors and other employees or persons by whatever definition employed, engaged, deputed, appointed or required for erection, construction and completion of the building shall be regarded as the Developer's employees or workmen and the Owner shall have no concern with them and not be responsible or liable for meeting any obligations in any manner whatsoever.
- 4.32 The Developer shall be solely responsible for and make and pay all payments, wages, dues, contributions, entitlements contractual and/or statutory obligations and requirements of the workmen, supervisors, workers, labours, employees, Architects and others by whatever name called or described appointed, deputed or engaged or required or on site for the erection, construction and Completion of the said newly proposed building and every part thereof and the Owner shall under no circumstances be deemed to be the employer and no responsibility and/or liability will shift upon them and the Developer shall keep the Owner indemnified from all or any claim, damages, payments costs and consequences suffered or incurred there from.
- 4.33 The Owner shall not be answerable/responsible or liable for any mode, part or nature of construction or for any materials to be used in course of or relating to erection construction and

completion of the building or any part thereof provided standard materials.

- 4.34 Disputes, if any, arising out of in respect of the said property, the same shall be resolved by the Developer in concurrence with the Owner.
- 4.35 The Developer shall have no right to obtain any Loan from any financial institutions and/or banks, by mortgaging the 'said land'.
- 4.36 The Developer will not cause to demolish any part of the old existing building and/or structure contained in the 'said land', before obtaining the building sanctioned plan from the Kolkata Municipal Corporation. Also, the Developer will not enter into any agreement and/or agreement for sale with any third party before obtaining the building sanctioned plan from the Kolkata Municipal Corporation.
- 4.37 That the Developer may put a board at the locale about joint development of the aforesaid property only after obtaining the sanction plan
- 4.38 The Developer at his own cost and expenses apply for sanction plan for the schedule premises.

ARTICLE-V

OWNER'S OBLIGATIONS

- 5.1 The Owner shall handover the peaceful vacant possession of the said property to the Developer only after getting a true copy of the sanctioned building plan in hand, duly sanctioned by the Kolkata Municipal Corporation and duly demarcated both Owner's and Developer's allocation therein or earlier.
- 5.2 The Owner shall either themselves or through their lawfully constituted attorney or attorneys to be nominated by the Developer

sign and execute all plans, drawings, specifications, elevations, forms, applications and all other papers and verify and affirm required affidavits and declarations as may be required from time to time for all or any permissions, consent sanction or license required under the law in connection with or relating to or arising out of construction erection and completion of the said building or as may be required from time to time in accordance with law.

- 5.3 Simultaneously with the execution of this agreement Owner shall provide the Developer with appropriate registered power which relate to couple of interest and to be guided under section 202 to 205 of the Indian Contract Act and Section 32 to 35 of the Indian Registration Act as and or may be required in connection with sanction, construction, erection completion of the new building and to appear for and represent the Owner before all concerned authorities and to make sign and execute applications, declarations and other relevant papers and documents to appropriate authorities for obtaining all quotas, entitlements, permits, licenses and other allocations of building materials and/or for temporary and permanent connections of water, sewerage and electrical etc. or as may required, from time to time, in accordance with law and/or otherwise concerning negotiations and to enter into agreement for sale for transfer of units/flats, and other spaces to the intending purchasers after handing over the Owner's area thereof and to sign and present for registration of Deed of Conveyance relating to Developer's Allocation before the concerned authorities and all cost and expenses in respect of execution and registration of such Power of Attorney shall be borne by the Developer and in this respect the Owner hereby appoint, the Developer as their Lawfully Constituted Attorney to do all the acts, deeds and things for completion of the newly proposed building at the aforesaid premises and to sell (not before the handing over of Owner's allocation) transfer and convey units/flats and other saleable spaces in the proposed new building to be comprised in the Developer's Allocation and execute deed of conveyance (s) in

favour of prospective buyers pertaining thereto and present and cause registration thereof before competent registering authority.

- 5.4 The Owner shall not during the currency of this agreement or pending completion of the project and/or execution and registration of the deed of conveyance (s) and/or at any time in respect of the Developer's allocation till delivery of the Owner Allocation is made as per specifications and as per the terms and conditions contained herein in any manner encumber, mortgage, charge, let out or create third party interest or otherwise deal with, dispose of or enter into agreement in respect of the said premises/property or any part or portion thereof.
- 5.5 The Developer shall be liable to settle and responsible to settle pre and post agreement or disputes if any in respect of the title of the said premises or any part thereof on in any way connected therewith at the costs and expenses of the Owner.
- 5.6 The Owner shall be bound to render all necessary assistance and cooperation to the developer in negotiating with the prospective buyers/transferees and to enter into agreement for sale and/or transfer of Developer's allocation in respect of the units in the proposed building and in receiving and/or realizing the earnest money, part payment and full consideration money and shall allow the developer to recover its costs of construction and all incidental expenses and profits thereto by selling and/or using the Developer's Allocation.
- 5.7 The Owner shall keep the Developer indemnified against all actions, suits, proceeding, claims or demands, cost, charges and expenses arising out of the acts of the Owner or relating to the title of the said premises in any manner whatsoever or arising out of this agreement.

- 5.8 The Owner, however, shall have the right of periodical inspection during the construction of the aforesaid building through their representative and any suggestion, if at all made, from the side of the Owner, the same will be duly adhere to by the Developer.

ARTICLE-VI

- 6.1 In the event the Owner are desirous of having any additional or special type of fittings other than that provided hereunder written in their allocated portion or any part thereof, the Developer shall have the same duly provided subject to the payment of difference of costs, charges and expenses for the said fittings and fixtures shall be separately paid and borne by the Owner immediately on demand by the Developer. However to be more specific the Owner shall be entitled to the items mentioned in the specification more fully described in the second schedule hereunder written, without any cost, value or expenses.
- 6.2 The land upon which the said building shall be erected and constructed and appurtenant thereto as also the common areas facilities and amenities to be provided for and/or at the said building shall always remain common, impartible and undivided whereas the Owner shall be at liberty to deal with their allocated portions together with the undivided proportionate part or share of the land as well as the common areas and facilities in accordance with law.
- 6.3 The format of the Draft, Indenture of Conveyance, that may be required to be executed and registered by the Owner unto and in favour of the Developer and/or its nominee or nominees in respect of and/or relating to the Developer's allocated portions and/or any part thereof shall be prepared by the Developer's Advocate Mr. Bhupendra Gupta of M/s H.N.Datta & Co. 6. Old Post Office Street, Kolkata - 700001 and to be approved by the Owner and the Owner

shall only execute Indenture of Conveyances unto and in favour of the Developer and/or its nominee or nominees at the cost of the Developer or its nominee/nominees as the case may be subject to the terms and conditions provided herein.

- 6.4 Subject to the above restrictions and conditions contained herein the Developer shall be entitled to enter into any contract or agreement relating to their allocated portions or any part thereof with intending purchasers of flats/semi-commercial/commercial units falling under developer's allocation on such terms and condition and stipulations as it may deem fit and proper in accordance with law and the Owner shall execute required Indenture, unto and in favour of the said intending purchaser or purchasers and cause the same registered in accordance with law and admit such execution registration provided however, all costs, charges and expenses of the required value of stamp duty, registration costs or incidental thereto shall be paid and borne by the Developer and/ or the, intending purchaser or purchasers as the case may be.

ARTICLE-VII

COMMON OBLIGATION

- 7.1 On and from the date of completion of the building in accordance with law and obtaining possession of Owner's allocation the Owner as well as the Developer shall comply with and/or ensure compliance with the under mentioned requirements and restrictions, without any default.
- a) To pay punctually and regularly all rates taxes, levies, charges, or impositions and outgoing in respect of allocated portion in the proposed building by the Owner and the Developer.
 - b) To pay punctually and regularly to pay their respective proportionate part of share of service charges for the common areas and facilities and until formation and registration of the

said premises under provisions of the West Bengal Apartments Ownership Act and the rules framed there under, the Developer shall be entitled to collect and provide the required services thereof.

- c) To abide by all laws, rules and regulations and orders of the enactments the Government and/or local bodies or otherwise issued and/or imposed upon in accordance with law, as the case may be and shall attend to and answer and be responsible for any deviation, violation and/or breach thereof in any manner.
- d) It has been agreed between the parties that the parking in the proposed building shall be allocated to the Owner and the Developer in the same ratio including the frog lifting parking, if at all installed by the Developer in the said building.
- e) Both the parties agreed both of them shall have a rational approach while demarcating the respective allocation portions in the proposed building.

ARTICLE-VIII
MISCELLANEOUS

- 8.1 Simultaneously or earlier with handing over the true copy of sanctioned plan to the Owner with duly demarcated of the respective allocations by the developer, the Owner shall hand over peaceful and vacant possession of the aforesaid premises in its entirety to the Developer and as from the date of delivery of possession of the said premises by the Owner in favour of the Developer, the possession of the said premises along with the rights of the Developer in respect of the said premises by virtue of this agreement and/or pursuance thereof shall not be obstructed or disputed or challenged or disturbed by the Owner provided the

Developer is carrying on with the project in terms of this agreement.

- 8.2 It is understood that from time to time to facilitate the construction of the building by the Developer various acts, deeds matters and things not herein specified may be required to be done, executed and performed and for which the Developer shall require adequate powers and authorities from the Owner and for such matters, the Owner subject to their satisfaction shall provide all required power and authorities unto and in favour of the Developer as and when the same is or are required and called upon and to execute, sign all such additional applications and other papers and documents as may be required from time to time in accordance with law provided that those acts, deeds matters and things do not in any way infringe or prejudice the right of the Owner and or be contrary to the terms and stipulations contained in these presents or against the spirit thereof.
- 8.3 That after handing over possession of the Owner's allocation the Developer shall remain liable for rectifying all defects in construction or otherwise in the Owner allocated portion and wants of proper construction in the Owner allocation or in respect of any fittings, fixtures connections services or otherwise therein for a period as specified herein from the date of handing over such possession of the Owner's allocation but subject to natural wear and tear.
- 8.4 The Developer shall deliver to the Owner, one copy of the sanctioned plan and revised plan if any certified by the Developer to be true copy.
- 8.5 It is clarified that all works of development shall be done, by the Developer at its own costs and expenses.

- 8.6 The consideration for the purposes herein shall be the construction costs of the Owner's area to be incurred by the Developer and any further amounts if any agreed hereunder.
- 8.7 All municipal taxes and other outgoings in respect of the said premises up to the date of handing over possession of the said premises to the Developer shall be borne and paid by the Owner and thereafter shall be borne by the Developer. At the expiry of 30 [thirty] days from the date of obtaining completion certificate from the authorities, the Developer upon service to the Owner a notice of completion of the Owner's allocation under the terms of this agreement, the liability of the Developer to pay the municipal taxes and other liabilities in respect of the Owner's allocation would cease to continue. It is further made clear that all Municipal Taxes (including interest and penalty) outstanding as on the date of execution of this development agreement till the date of handing over possession of the said premises to the Developer shall be borne by the Owner and the Developer shall have no financial liability for the same.
- 8.8 Within six months of the completion of the project, the Developer will assist the Owner and the other unit Owners to form an Association or body of unit/flat Owners to be formed for the maintenance and management of the premises and the cost, of such formation and incidental thereto shall be borne by the Owner and the Developer or their respective nominees in their proportionate share.
- 8.9 The Developer shall remain liable for rectifying all defects in construction or otherwise in the Owner's allocated portion and wants of proper construction in the Owner's allocation or in respect of any fittings, fixtures, connections, services or otherwise therein for a period of five years from the date of handing over such possession of the Owner allocation but subject to natural wear and tear.

- 8.10 The Developer shall not transfer or assign this agreement or benefit thereto to any person, firm, company or corporate body and this development agreement shall not be treated by any interpretation as partnership between the parties hereto which is not at all the intention of the parties.
- 8.11 Till such time the Association or body is not formed, the premises shall be managed and maintained by the Developer and the cost thereof as mutually agreed upon by the Developer and the Owner would be borne and paid by the Owner and the Developer or their nominees in their proportionate share. The rules and regulations for such management and maintenance shall be as such as may be duly agreed upon by the Owner herein and the Developer.
- 8.12 Each party shall be responsible and liable for their respective share of taxes and impositions relating to their respective allocations.
- 8.13 The certificate of the Architect relating to completion of construction/development and quality of construction materials as well as the costs incurred therefore shall be final.
- 8.14 The notice of completion issued by the Developer by registered post or by such similar acceptable mode addressed to the Owner and sent to their last known address or addresses intimating that the Owner's area completed in the manner stated herein and is ready for delivery after obtaining the completion or occupancy certificate of the concerned or municipal authorities, shall completely absolve the Developer of its obligation to deliver the Owner's area to the Owner under this Agreement.
- 8.15 In case any additional construction is made by the Developer, over and above the sanctioned area, in such case the same shall be solely under the responsibility of the Developer to get it regularized before the Appropriate Authorities and such additional area,

however, shall be divided and demarcated amongst the Owner and the Developer in the same proportion. It is further mentioned that if any expenses required to be incurred any penalty for such regularization, the same shall be borne solely by the Developer without holding the Owner liable for the same.

ARTICLE-IX
FORCE MAJURE

- 9.1 The parties hereto shall not be considered to be liable for any obligation herein under to the extent that the performance of the relative obligations prevented by the existence of the **FORCE MAJURE** which shall mean and include flood, earth quake, riot, war, storm, tempest, civil commotion, strike, lock out, labour unrest, restraining and/or prohibitory order of the any Court of law or Tribunal or authority established under law and/or any other acts or commission beyond the control of the Developer affected thereby and also non availability of essential materials like cement, steel, etc. and shall be suspended from the obligation during the duration of the **FORCE MAJURE**.

ARTICLE-X
TIME FOR COMPLETION & HANDOVER

- 10.1 The proposed building shall be completed within 24 months from the date of sanction of the building plan unless and until the Developer is prevented by force majeure. The Developer shall however be entitled to, and on request, one extension of six months after the expiry of 24 months, if necessary.
- 10.2 The completion of the building shall mean the completion of construction in all respect and issuance of the Completion Certificate or Occupancy Certificate by The Kolkata Municipal Corporation.

- 10.3 The Developer shall handover the Owner's Allocation to the Owner after issuance of the Completion Certificate by The Kolkata Municipal Corporation.

ARTICLE-XI
JURISDICTION

- 11.1 All disputes and differences between the parties arising out of the meaning construction or import of this Agreement or their respective rights and liabilities as per this agreement shall be adjudicated upon in a competent civil court of law having territorial and pecuniary jurisdiction in District Kolkata and in case of breach of any of the terms, conditions, covenants contained in this agreement either of the aggrieved party hereto shall always be entitled to specifically enforce this agreement and its terms, conditions and covenants against the other party through competent civil court in accordance with law in enforce.
- 11.2 The Hon'ble High Court and the City Civil Court at Calcutta shall have the jurisdiction to entertain and determine all actions and proceedings arising out of these presents between the parties hereto.

ARTICLE-XII
GOODS & SERVICE TAX AND TDS ETC

- 12.1 The parties shall respectively discharge statutory compliances in respect of TDS or Income Tax related compliances as well as Goods and Service Tax collections or payments and any other statutory compliance in respect of Transfer of their respective allocations, as may be applicable under the law.
- 12.2 The Owner will bear the Goods and Service Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body if applicable under any law for the time

being in force pertaining to the Owner's Allocation and/or the Owner's scope under this agreement.

- 12.3 The Owner shall not be liable for any Income Tax, Wealth Tax, Goods and Service Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax, Goods and Service Tax or any other taxes in respect the Owner's Allocation and the Owner shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

ARTICLE XIII

EDC/UTILITY & DEPOSITS

- 12.4 **DEPOSITS** : The EDC/Utility Deposits receivable from the Transferees shall be received by and be held by the Developer alone and shall not be distributed between the parties and shall be transferred to the Maintenance In-charge upon Building Complex Completion.
- 12.5 **EDC/UTILITY & DEPOSITS**: All EDC as per **PART-I** of the **THIRD SCHEDULE** hereto that may be charged from any Transferee shall not form part of the Owner's allocation. In case the Developer desires to add or alter the EDC, the same shall be decided upon by the parties by mutual consent in writing. All Deposits as per **PART-II** of the **THIRD SCHEDULE** hereto that may be agreed to be charged by the Developer directly from any Transferee shall be taken and deposited by the Developer separately in its separate bank account. In case the Developer desires to add or alter the Deposits, the Developer shall take consent of the Owner in respect thereof in writing which shall not be unreasonably withheld. The Developer shall not charge any EDC and Deposits which are contrary to the prevalent laws. The residue

remaining with the Developer on account of Deposits shall be handed over by the Developer to the Maintenance In-charge upon the Building Complex Completion after adjusting the dues and arrears receivable by the Developer.

THE FIRST SCHEDULE OF THE PROPERTY AS REFERRED TO ABOVE
DESCRIPTION OF PREMISES/PROPERTY

ALL THAT the piece and parcel of land measuring 8 (Eight) Cotthas 10 (Ten) Chittacks be the same a little more or less along with old structures thereon measuring 2000 sq.ft lying situate at and being Premises No. 5B, Chowringhee Lane Kolkata-700016 within Police Station New Market, K.M.C Ward No.063 and butted and bounded as follows:

- On the North : Passage leading from Chowringhee Lane to Premises No.4 Chowringhee Lane Kolkata-700016;
- On the South : Partly by Premises No.6 Chowringhee Lane and partly by Premises No.15A & 15B Chowringhee Lane (formerly Premises No.15 Kyd Street Kolkata-700018);
- On the East : By Chowringhee Lane;
- On the West : Partly By Premises No.4, Chowringhee Lane and partly by the tank known as Jhingritala;

SECOND SCHEDULE AS REFERRED TO ABOVE

PART-I

SPECIFICATIONS

1. Super Structure:
 - (a) R.C.C. Framed structure on pile Foundation.
 - (b) Internal & External Walls – Brickwork/Curtain Wall.
 - (c) Basement Retaining wall of R.C.C.

2. Flooring of high end quality:
 - (a) Common lobbies – Italian Marble

- (b) Staircase - Marble/Granite
- (c) Common Toilets – Tiles/Marble/Granite
- (d) Unit – Italian Marble

3. Wall Treatment:

- (a) Common lobbies – Marble/Tiles/Wooden Paneling/Granite
- (b) Stair Case-Paint Finish
- (c) Common Toilets-Tiles/Paint/Moulde
- (d) Unit – POP inside. External face of Unit will be Glass/Marble/Tiles/Wooden Paneling/Granite

4. Doors all made of high end quality:

- (a) Main Entrance Door - Wooden/Aluminum Swing Door/Automatic Door
- (b) Toilets and Pantry - Wooden Flush Door
- (c) All individual Unit – Glass / Wooden / Aluminum Swing Door along with Rolling Shutter

5. Windows:

- (a) Aluminum Sliding/Casement/Louvers Swing/Fixed Glass.

6. Common Toilets:

- (a) W.C. Urinals and Wash Basin with Kohler/Jaguar C.P. Fittings and other accessories of high end standards.

7. Electricals:

Switches of Crabtree or equivalent make. PVC conduit pipes concealed with copper wiring of Havel or Finolox with central MCB, ample necessary 15 Amp. and 5 Am. electrical points, adequate number of points in all rooms/commercial space/other areas. Call bell points at the entrance, Cable T.V. points in living room and internal roads and exhaust fan points in all kitchens, Exhaust fan points in all toilets, etc. Lighting arrangements in common areas and balcony. Earthing of the entire building. Main RCCBS & Isolators in mainline and also in main distribution. All the common portions of the building should be protected with proper insulation and earthing.

- (a) Internal Electrical Lines terminating in the Distribution Box of each unit.
 - (b) Each unit shall be provided with separate main switch and Sub Meter.
 - (c) The Common Areas shall be provided with Electrical Fittings & Fixtures of standard make.
8. Lifts & Escalators:
- (a) Lifts Automatic as per sanction (Otis/Kone make)
 - (b) Escalators Up and Down for specified areas if required.
9. Landscape:
- (a) Open Area – shall be finished as per the approved design of the Architects.
 - (b) Driveway and Car Park areas – shall be finished with PCC/Power Blocks/Pre cast Cement Tiles as per the approved design of the Architects.
 - (c) Green Areas – shall be decorated with greens and planters as per the approved design of the Architects.
10. Sewerage:
- (a) Sewerage lines shall be connected to internal Septic Tanks that would be connected to the main Municipal Sewerage.
11. Fire:
- (a) A full Wet Rising system connected to a water reservoir.
 - (b) Jockey Pump and Main fire-fighting pump to keep the system pressurized.
 - (c) Sprinkler system to be installed in common areas.
 - (d) Smoke detection system to be installed in common areas.
 - (e) Unit – Provision for Detection system to be made for each unit. Provision of sprinkler systems will be as available from the valves.
12. Water:
- (a) Adequate Water supply from KMC with water treatment/ filtration plant.

13. Air Conditioner:
 - (a) Fully air conditioned with separate AHU for each Unit/all rooms/VRV
14. Rolling shutter in the commercial shops/units in the proposed building.
15. Roof :
 - Will have a parapet wall of standard height
 - Water proof treatment and heat proof treatment
 - One Toilet at roof
 - Landscape Garden
 - Sitting area with decorative lights
 - Roof shall be used jointly by the Owner and the Developer.

PART-II

(COMMON AREAS AND INSTALLATIONS)

- 1.1 Paths, passages, driveways, ramps at the ground level of the New Building as except as may be reserved by mutual consent of the parties hereto in writing.
- 1.2 Entrance and Exit of the New Building and Ground Floor lobby. All furniture and fixtures used in the Main Entrance Lobby.
- 1.3 The foundation columns, beams, support, corridors, lobbies, stairs, stairways, landings, entrances, exits and pathways. All staircases, landings and passages.
- 1.4 Windows/doors/grills and other fittings of the common areas of the said Premises. Structural Glazing associated fittings. Façade Panels and Louvers.
- 1.5 Passenger elevators, escalators if installed, goods cum passenger service elevator, lift wells, lift pits and their equipments and machinery.
- 1.6 LT Meter and LT Panel Room, DG Panels, CESC Meter Room, Transformers and all connected wiring, meters, equipment and accessories and spaces for installation of the same.

- 1.7 Electrical wiring and fixtures and fittings for lighting the staircases, common areas, façade, main gate, signages, lobby and landings and operating the lifts and other installations of the New Building.
- 1.8 Electrical installations with MCBs (Mini Circuit Breakers) and meters and space required therefore in the Building Complex.
- 1.9 Underground domestic water reservoir, submersible and other water pumps and motors with water distribution pipes to the overhead domestic water reservoirs of the New Building.
- 1.10 Overhead water tanks with water distribution pipes from such overhead water tanks connecting to the different Units of the New Building.
- 1.11 Drainage and sewerage evacuation and other pipes and drains from the Units to the common drains and sewers of the Building Complex and from the Building Complex to the municipal drains.
- 1.12 Diesel Generators and its panels, accessories, wirings, exhausts and space for installation of the same.
- 1.13 Ventilation Ducts, equipments, fans and other associated materials.
- 1.14 Fire refuge platforms, separate underground fire fighting reservoir, separate overhead fire fighting reservoir, fire pumps and pipelines, fire riser duct and all fire fighting equipments (*e.g.* Hosereels, Fire Extinguishers, Sprinklers etc.) and installations in connection with the fire suppression and detection system. (*e.g.* Fire alarms / Smoke Detectors / Manual Call Points / Speakers / Intercoms on all floors) except those inside the Units.
- 1.15 Space for Air-Conditioning.
- 1.16 Electrical Room.
- 1.17 All Sumps, pumps and connection thereof.
- 1.18 Security Systems including wiring, fixtures and fittings for CCTV (Closed Circuit Television) and space for installation of the same.
- 1.19 Ducts for Electric Mains, and cables and wires for Voice, Data, Telephones, Intercom, DTH, TV, Broadband, etc.

- 1.20** All lights, switches, wiring, fixtures, fittings, ducts, cables and other electrical equipments provided in the staircases, ground and floor lobbies, landings and passages etc. on all floors.
- 1.21** Such other areas, installations and/or facilities as the parties may mutually agree in writing.

THIRD SCHEDULE AS REFERRED TO ABOVE

PART-I

(EDC/UTILITY)

1. H.T./L.T./Transformer with electric Meter Deposit
2. Generator Charges – As per requirement
3. Legal & Documentation Charges
4. Wiring for Cable Conenction and internet connectivity within the unit
5. Association formation charges
6. Mutation expenses
7. Internal Pipeline and wiring for AC within the unit

PART-II

(DEPOSITS)

1. Sinking Fund (Interest Free)
2. Advance Maintenance Deposit (for such period as Developer may reasonably decide) Interest Free.
3. KMC Property Tax

(EDC/UTILITY)

1. H.T. / L.T. / Transformer with electric Meter Deposit
2. Generator Charges- approx 1000W for 2BHK
3. Generator Charges- approx 1250W for 3BHK
4. Legal & Documentation Charges
5. Mutation Exp. (Processing & Documentation charges) – On Actual

IN WITNESS WHEREOF the parties have set and subscribed their respective hands on the day month and year first above written.

SIGNED, SEALED AND DELIVERED by the **PARTIES** at Kolkata in the presence of:

WITNESSES:

1. Syed Abrar Imam
72 Tiljala Road.
Kolkata - 700046

CAPITAL CONSTRUCTION CO.
Anshu K. Aggarwal
(nee Saini)
Partner

CAPITAL CONSTRUCTION CO.
Shares Saini
Partner

SIGNATURE OF THE OWNER

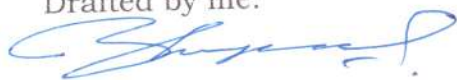
2. Wasim Razi
#8, Ghulam Abbas Lane
Kolkata - 700024.



SIGNATURE OF THE DEVELOPER

Readover & explained to the parties in vernacular who admit it to be true and correct

Drafted by me:



(BHUPENDRA GUPTA)

Advocate

High Court at Calcutta

Enrolment No.WB/98/2001

REFUNDABLE SECURITY DEPOSIT RECEIPT

RECEIVED with thanks from the above named Developer a sum of **Rs.50,00,000/- (Rupees Fifty Lakhs)** only as refundable security deposit in respect of the said property/premises in presence of the witnesses.

Date	In Favour of	Cheque No	Bank	Branch	Amount
30.11.22	Capital Construction Company	000032	HDFC Bank	New Market	5000000/-
TOTAL <u>RUPEES FIFTY LAKHS ONLY</u>					

Witnesses:-

1. Syed Abbas Imam
72 Tiljala Road
Kolkata - 700046
2. Wasim Raji
118, Ghulam Abbas Lane
Kolkata - 700 024 .

CAPITAL CONSTRUCTION CO.

Ankurajit Agarwal
Partner (nee Lari)

CAPITAL CONSTRUCTION CO.

Ahmed Lari
Partner

SIGNATURE OF THE OWNER

SPECIMEN FORM FOR TEN FINGERPRINTS



Hans Sar

Anshu Mele Agarwal
Kae

Sofit

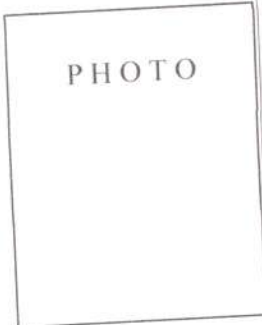
Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

Major Information of the Deed

Deed No :	I-1904-19273/2022	Date of Registration	30/11/2022
Query No / Year	1904-2003369763/2022	Office where deed is registered	
Query Date	28/11/2022 9:03:43 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Bhupendra Gupta 6, Old Post Office Street, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8336832283, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4311] Other than Immovable Property, Receipt [Rs : 50,00,000/-]		
Set Forth value	Market Value		
	Rs. 7,46,83,958/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,001/- (Article:48(g))	Rs. 50,011/- (Article:E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Kolkata, P.S:- Taltola, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Chowrighee Lane, , Premises No: 5B, , Ward No: 063 Pin Code : 700016

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	8 Katha 10 Chatak		7,39,09,396/-	Property is on Road
Grand Total :				14.2313Dec	0 /-	739,09,396 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2000 Sq Ft.	0/-	7,74,562/-	Structure Type: Structure Tenanted,
<p>Gr. Floor, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion: Complete</p>					
Total :		2000 sq ft	0 /-	7,74,562 /-	






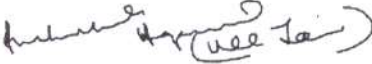
Land Lord Details :




SI No	Name,Address,Photo,Finger print and Signature
1	CAPITAL CONSTRUCTION COMPANY 5A 5B, Chowringhee Lane, City:- Kolkata, P.O:- New Market, P.S:-New Market, District:-Kolkata, West Bengal, India, PIN:- 700016 , PAN No.:: AAxxxxxx0Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :




SI No	Name,Address,Photo,Finger print and Signature
1	A T K REAL ESTATE LLP 63, Rafi Ahamed Kidwai Road, City:- Kolkata, P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016 , PAN No.:: ABxxxxxx6N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name SHARAD JAIN Son of BIMAL PRASAD JAIN Date of Execution - 30/11/2022, , Admitted by: Self, Date of Admission: 30/11/2022, Place of Admission of Execution: Office	Photo  Nov 30 2022 1:48PM	Finger Print  LTI 30/11/2022	Signature  30/11/2022
	5A, Chowringhee Lane, City:- Kolkata, P.O:- New Market, P.S:-New Market, District:-Kolkata, West Bengal, India, PIN:- 700016, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AExxxxxx7K, Aadhaar No: 24xxxxxxxx0235 Status : Representative, Representative of : CAPITAL CONSTRUCTION COMPANY (as Partner)			
2	Name ANSHUMALA AGARWAL, (Alias Name: ANSHUMALA JAIN) Wife of SHARAD JAIN Date of Execution - 30/11/2022, , Admitted by: Self, Date of Admission: 30/11/2022, Place of Admission of Execution: Office	Photo  Nov 30 2022 1:48PM	Finger Print  LTI 30/11/2022	Signature  30/11/2022
	5A, Chowringhee Lane, City:- Kolkata, P.O:- New Market, P.S:-New Market, District:-Kolkata, West Bengal, India, PIN:- 700016, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx1D, Aadhaar No: 63xxxxxxxx0632 Status : Representative, Representative of : CAPITAL CONSTRUCTION COMPANY (as Partner)			

3	Name	Photo	Finger Print	Signature
	SAIF ALI (Presentant) Son of MOHAMMED SHAHJAHAN Date of Execution - 30/11/2022, , Admitted by: Self, Date of Admission: 30/11/2022, Place of Admission of Execution: Office	 Nov 30 2022 1:49PM	 LTI 30/11/2022	 30/11/2022
37/1, Muzaffar Ahmed Street, City:- Kolkata, P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016, Sex: Male, By Caste: Muslim, Occupation: Cultivation, Citizen of: India, , PAN No.:: B1xxxxxx8G, Aadhaar No: 36xxxxxxx7169 Status : Representative, Representative of : A T K REAL ESTATE LLP (as Designated Partner)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr WASIM RAJA Son of Late WAKIL KHAN H8, Ghulam Abbas Lane, G.R.Rd., City:- Not Specified, P.O:- Garden Reach, P.S:- Garden Reach, District:-South 24- Parganas, West Bengal, India, PIN:- 700024	 30/11/2022	 30/11/2022	 30/11/2022
Identifier Of SHARAD JAIN, ANSHUMALA AGARWAL, SAIF ALI			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	CAPITAL CONSTRUCTION COMPANY	A T K REAL ESTATE LLP-14.2312 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	CAPITAL CONSTRUCTION COMPANY	A T K REAL ESTATE LLP-2000.00000000 Sq Ft

On 30-11-2022

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 13:16 hrs on 30-11-2022, at the Office of the A.R.A. - IV KOLKATA by SAIF ALI ,

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 7,46,83,958/-

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 30-11-2022 by SHARAD JAIN, Partner, CAPITAL CONSTRUCTION COMPANY (Partnership Firm), 5A 5B, Chowringhee Lane, City:- Kolkata, P.O:- New Market, P.S:-New Market, District:-Kolkata, West Bengal, India, PIN:- 700016

Identified by Mr WASIM RAJA, , Son of Late WAKIL KHAN, H8, Ghulam Abbas Lane, Road: G.R.Rd., , P.O: Garden Reach, Thana: Garden Reach, , South 24-Parganas, WEST BENGAL, India, PIN - 700024, by caste Muslim, by profession Law Clerk

Execution is admitted on 30-11-2022 by ANSHUMALA AGARWAL, , ANSHUMALA JAIN Partner, CAPITAL CONSTRUCTION COMPANY (Partnership Firm), 5A 5B, Chowringhee Lane, City:- Kolkata, P.O:- New Market, P.S:- New Market, District:-Kolkata, West Bengal, India, PIN:- 700016

Identified by Mr WASIM RAJA, , Son of Late WAKIL KHAN, H8, Ghulam Abbas Lane, Road: G.R.Rd., , P.O: Garden Reach, Thana: Garden Reach, , South 24-Parganas, WEST BENGAL, India, PIN - 700024, by caste Muslim, by profession Law Clerk

Execution is admitted on 30-11-2022 by SAIF ALI, Designated Partner, A T K REAL ESTATE LLP (LLP), 63, Rafi Ahamed Kidwai Road, City:- Kolkata, P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016

Identified by Mr WASIM RAJA, , Son of Late WAKIL KHAN, H8, Ghulam Abbas Lane, Road: G.R.Rd., , P.O: Garden Reach, Thana: Garden Reach, , South 24-Parganas, WEST BENGAL, India, PIN - 700024, by caste Muslim, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 50,011.00/- (B = Rs 50,000.00/- ,E = Rs 7.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 4.00/-, by online = Rs 50,007/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 29/11/2022 8:14PM with Govt. Ref. No: 192022230195812338 on 29-11-2022, Amount Rs: 50,007/-, Bank: SBI EPay (SBlePay), Ref. No. 4283635585125 on 29-11-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,001/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 74,901/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 27574, Amount: Rs.100.00/-, Date of Purchase: 29/09/2022, Vendor name: S Chanda

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 29/11/2022 8:14PM with Govt. Ref. No: 192022230195812338 on 29-11-2022, Amount Rs: 74,901/-, Bank: SBI EPay (SBlePay), Ref. No. 4283635585125 on 29-11-2022, Head of Account 0030-02-103-003-02



Mohul Mukhopadhyay
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2022, Page from 1122936 to 1122987
being No 190419273 for the year 2022.



mm

Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2022.12.05 13:50:39 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2022/12/05 01:50:39 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)

027574

Sl. No.....Date.....
Name.....
Add.....
AMT.....100.....

29 SEP 2022

29 SEP 2022

BHUPENDRA GUPTA
ADVOCATE
CALCUTTA HIGH COURT


SOUMITRA CHANDA
Licensed Stamp Vendor
8/2, K. S. Roy Road, Kol-1



ADDITIONAL REGISTRAR
OF ASSURANCES - IV, KOLKATA
30 NOV 2022



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
30 NOV 2022